

LIMITED IN-PERSON ATTENDANCE PERMITTED

Due to the Novel Coronavirus pandemic and the ongoing state of emergency, in-person attendance at this Council meeting by members of the general public will be limited. Attendance will be limited to twenty percent of the stated maximum occupancy, which equates to thirty-four (34) persons (including Council members, other elected officials, and staff). Attendees will be required to sit in designated seats, appropriately spaced. In-person attendance will be allowed on a “first-come” basis.

*Additionally, to ensure the meeting otherwise remains open to the public, we will continue to broadcast it live on the County’s YouTube channel, which can be found via the County’s website at Oconeesc.com. Further, the public may call in and listen by dialing **888-475-4499 OR 877-853-5257** and entering meeting ID # **843 4749 0416**. And, individuals parked in close proximity to Council Chambers may listen to the meeting on FM 92.3.*



A G E N D A

OCONEE COUNTY COUNCIL MEETING

October 20, 2020

6:00 PM

Council Chambers, Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC

Call to Order

Public Comment Session

[Limited to a total of forty (40) minutes, four (4) minutes per person.]

If you are not able to attend in person and you have a comment, you may submit it by contacting our Clerk to Council, Katie Smith at ksmith@oconeesc.com or 864-718-1023, so that she may receive your comment and read it into the record.

Council Member Comments

Moment of Silence

Invocation by County Council Chaplain

Pledge of Allegiance to the Flag of the United States of America

Approval of Minutes

- October 6, 2020 Regular Minutes

Administrator Comments

Attorney Comments

COUNCIL MEMBERS

Julian Davis, III, Chairman, District IV Paul Cain, Vice-Chair, District III
John Elliott, Chair Pro Tem, District I Wayne McCall, District II
Glenn Hart, District V

Proclamation 2020-09

- **Proclamation 2020-09** A PROCLAMATION RECOGNIZING THE 26TH ANNIVERSARY OF NATIONAL FAMILY LITERACY DAY

Public Hearings for the Following Ordinances [None Scheduled]

Third Reading of the Following Ordinances [None Scheduled]

Second Reading of the Following Ordinances [None Scheduled]

First Reading of the Following Ordinances

Ordinance 2020-20 “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND BASF CORPORATION; THE GRANTING OF A SPECIAL SOURCE CREDIT; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES.”

First & Final Reading for the Following Resolutions [None Scheduled]

Discussion Regarding Action Items

Council consideration and approval to convert a full time Staffmark position to a full time County position within the Treasurer’s Office

Funds needed for Senior Tax Records Specialist to begin Dec 14 th 2020	\$24,356.31
Full amount available in Treasurer’s budget	<u>\$24,356.31</u>
	\$ 0.00

Budget neutral

This position is greatly needed to process tax payments, assist taxpayers and assist the DMV Coordinator. Daily mandated duties for the DMV Coordinator require this position to be pulled away from the payment counter to perform the DMV duties on a daily basis. With the new Boat law (H4715) we now have more traffic on a monthly basis than ever before. In two previous budget years, a full time position was cut from the Treasurer’s budget and we have struggled greatly since. In order to provide the best service to the citizens of Oconee County, we respectfully request your approval of the Staffmark position to be upgraded to a full time County position.

Two (2) Pumper Fire Trucks with Loose Equipment / Emergency Services / Amount: \$690,358.00

These Fire Trucks are Pierce Pumpers built on Freightliner M2-106 two door cab and chassis with Cummins L9 350 HP Diesel engines, Allison EVS 3000 automatic transmissions, Waterous CSU 1250 pumps, UPF 1000 gallon tanks, Whelen LED lighting and will include loose equipment. These apparatuses will be built in accordance to NFPA (National Fire Protection Association). We will be purchasing Two (2) Side Mount Pumpers at \$345,179.00 each.

The County is utilizing the H-GAC (Houston-Galveston Area Council of Governments) contract through a cooperative purchasing agreement. H-GAC cooperative purchasing allows

COUNCIL MEMBERS

- Julian Davis, III, Chairman, District IV
- Paul Cain, Vice-Chair, District III
- John Elliott, Chair Pro Tem, District 1
- Wayne McCall, District II
- Glenn Hart, District V

government agencies to purchase directly from the manufacturer or authorized dealers. H-GAC contracts are bid and awarded on a national level and purchases may be fulfilled by the manufacturer and / or authorized local or state dealers.

It is the staff's recommendation that Council approve the award of Two Pumper Fire Trucks to Spartan Fire and Emergency Apparatus of Roebuck, SC in the amount of \$690,358.00.

Board & Commission Appointments *(IF ANY)* [Seats listed are all co-terminus seats]

- ***Building Codes Appeal Board**.....1 At Large Seat
- ***Board of Zoning Appeals**.....District 5
- ***Conservation Bank Board**.....District 5 & 1 At Large Seat
- ***Arts & Historical Commission**.....District 4
- ***Agricultural Advisory Board**.....District 4
- ***Library Board**.....1 At Large Seat

**No questionnaires on file for the seats listed above*

Adjourn

COUNCIL MEMBERS

Julian Davis, III, Chairman, District IV Paul Cain, Vice-Chair, District III
 John Elliott, Chair Pro Tem, District 1 Wayne McCall, District II
 Glenn Hart, District V

OCONEE CODE OF ORDINANCES

Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

(a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety. The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not preempted by state or federal law.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Facility means any building, structure, or real property owned, leased, rented, operated or occupied by the county or one of its departments, offices or agencies.

Meeting means any assemblage of persons for the purpose of conducting county governmental business, operations or functions or any assemblage of persons within a county governmental facility. The term "meeting" includes, but is not limited to, county council meetings, county board and committee and staff meetings, trials, hearings and other proceedings conducted in the courts of general sessions and common pleas, family court, master-in-equity, probate court and magistrate's court; and other meetings by entities duly authorized by the county council.

(c) *Prohibited acts.* It shall be unlawful for any person to:

- (1) Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting, or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.
- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.

- (7) Use any county governmental facility, grounds or other property for any purpose not authorized by law or expressly permitted by officials responsible for the premises.
 - (8) Enter without authorization or permission or refuse to leave any county governmental facility, grounds or other property after hours of operation.
 - (9) Obstruct or impede passage within a building, grounds or other property of any county governmental facility.
 - (10) Enter, without legal cause or good excuse, a county governmental facility, grounds or property after having been warned not to do so; or, having entered such property, fail and refuse without legal cause or good excuse to leave immediately upon being ordered or requested to do so by an official, employee, agent or representative responsible for premises.
 - (11) Damage, deface, injure or attempt to damage, deface or injure a county governmental property, whether real property or otherwise.
 - (12) Enter or attempt to enter any restricted or nonpublic ingress point or any restricted access area, or bypass or attempt to bypass the designated public entrance or security checkpoint of a facility without authorization or permission.
 - (13) Perform any act which circumvents, disables or interferes with or attempts to circumvent, disable or interfere with a facility's security system, alarm system, camera system, door lock or other intrusion prevention or detection device. This includes, without limitation, opening, blocking open, or otherwise disabling an alarmed or locked door or other opening that would allow the entry of an unauthorized person into a facility or restricted access area of the facility.
 - (14) Exit or attempt to exit a facility through an unauthorized egress point or alarmed door.
- (d) *Penalty for violation of section.* Any person violating the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7. In addition, vehicles that are improperly parked on any county property, facility, or other premises may be towed at the owner's expense.

(Ord. No. 2003-04, §§ 1—4, 4-15-2003; Ord. No. 2012-06, § 1, 4-3-2012)

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
PROCLAMATION P2020-09**

A PROCLAMATION RECOGNIZING THE 26TH ANNIVERSARY OF NATIONAL FAMILY LITERACY DAY

WHEREAS, National Family Literacy Day, established by the 103rd Congress in 1994, and now marking its 26th anniversary on November 1, 2020, highlights the importance of reading and learning for the entire family and emphasizes the impact that parents have on their child's learning; and,

WHEREAS, this day is celebrated across America each year and focuses on special activities and events that showcase the importance of family literacy programs that empower families and build a nation of readers; and,

WHEREAS, literacy programs across the United States will observe National Family Literacy Day by holding read-a-thons, book drives, workshops, and family activities at schools, libraries, and community centers to encourage literacy; and,

WHEREAS, as many as one in six adults struggle with reading and writing and, by learning to read, individuals can gain self-respect and confidence and strive toward goals that otherwise would not be achievable; and,

WHEREAS, the National Society of the Daughters of the American Revolution is a non-profit, non-political volunteer women's service organization dedicated to promoting patriotism, preserving American history, and securing America's future through better education for children and adults; and,

WHEREAS, education being one of the cornerstones of the National Society of the Daughters of the American Revolution, is committed to increasing literacy by promoting and supporting literacy programs; and,

WHEREAS, National Family Literacy Day is to underscore the importance of literacy, celebrate the joy of reading, encourage residents to promote literacy by reading together as a family, and to extend deep appreciation to our local librarians, educators, and literacy service providers for their tireless efforts to strengthen the literacy of our children and our community.

NOW, THEREFORE, we, the Oconee County Council, do hereby recognize and proclaim November 1st as National Family Literacy Day in Oconee County, South Carolina.

APPROVED AND ADOPTED this 20th day of October, 2020.



OCONEE COUNTY, SOUTH CAROLINA


Julian Davis, III, Chairman of County Council

ATTEST:


Katie D. Smith, Clerk to County Council

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2020-20**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND BASF CORPORATION; THE GRANTING OF A SPECIAL SOURCE CREDIT; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES

WHEREAS, Oconee County, South Carolina (the “County”), acting by and through its County Council (the “County Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “Act”) of the Code of Laws of South Carolina, 1976, as amended (the “Code”), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute “projects” as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the “State”) and will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, the County and Project Urban Mine have previously entered into a Fee Agreement dated as of June 1, 2016 (the “Fee Agreement”) and pursuant to the Act such Fee Agreement may be amended and extended upon the consent of the County and the Company (hereinbelow defined); and

WHEREAS, Project Urban Mine, a company duly incorporated under the laws of the State of Delaware (the “Company”), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and an Amended and Restated Fee Agreement (the “Amended Agreement”) pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or building improvements, and machinery, apparatus, and equipment, for the purpose of the development of a manufacturing facility (the “Project”) in which the anticipated level of new taxable investment will be a minimum of Forty Million Dollars (\$40,000,000) in qualifying fee in lieu of tax investment by the end of the fifth (5th) year following the year of execution of the Amended Agreement; and

WHEREAS, the Company has requested that the County provide a special source credit of sixty-five percent (65%) of the Company’s fee in lieu of tax liability for the Project in the Park (as defined herein) for a term through the property tax year ending December 31, 2036 (the “SSC”) based upon the Company’s agreement to invest in new, taxable property in the Project equaling or exceeding \$40,000,000 within the initial five (5) years (following the year of the execution and delivery of the Fee Agreement) of investment,

which new investment will be maintained for not less than ten (10) years, with not less than Twenty Million Dollars (\$20,000,000), without regard to depreciation, in taxable value, of that new investment being maintained for the remaining term of the Amended Agreement.

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a “project” as that term is defined in the Act and that the Project would subserve the purposes of the Act; and

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement and Millage Rate Agreement, and an Amended Agreement and to that end has, by its Resolution adopted on September 1, 2020, authorized the execution of an Inducement Agreement, which included a Millage Rate Agreement, and, will by this County Council Ordinance, authorize a fee in lieu of tax agreement (the “Amended Agreement”); and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Amended Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax; and

WHEREAS, it appears that the instrument above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended; and

WHEREAS, the Company is located within an existing multi-county industrial/business park with Pickens County pursuant to Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the “Park”).

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. (a) In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of a manufacturing facility, the execution and delivery of an Amended Agreement with the Company for the Project is hereby authorized, ratified and approved. Further, the County agrees to provide an SSC of sixty five percent (65%) of the Company’s fee in lieu of tax liability for the Project in the Park for a term through the property tax year ending December 31, 2036, provided the Company agrees to invest not less than Forty Million Dollars (\$40,000,000) in new, qualifying, taxable investment in the County by the end of the fifth (5th) year after the year of execution of the Amended Agreement, which new investment will be maintained for not less than ten (10) years, with not less than Twenty Million Dollars (\$20,000,000) of the new investment being maintained for the remaining term of the Amended Agreement.

Section 2. Based solely upon representations of the Company, it is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of the Company, The Project will constitute a “project” as said term is referred to and defined in the Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;

(c) The terms and provisions of the Inducement Agreement and Millage Rate Agreement are hereby incorporated herein and made a part hereof;

(d) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(e) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(f) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(g) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and,

(h) The benefits of the Project will be greater than the costs.

Section 3. The form, terms and provisions of the Amended Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Amended Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amended Agreement in the name and on behalf of the County, and thereupon to cause the Amended Agreement to be delivered to the Company. The Amended Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Amended Agreement now before this meeting.

Section 4. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Amended Agreement and the performance of all obligations of the County under and pursuant to the Amended Agreement and this Ordinance.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Section 7. The County hereby agrees to waive, to the full extent allowed by law, the requirements of Section 12-44-55 of the Act with regard to the Amended Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act and provide copies thereof to the County.

Passed and approved this ____ day of _____, 2020

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Julian Davis III, Chairman
Oconee County Council

ATTEST:

By: _____
Katie Smith, Clerk to Council
Oconee County Council

First Reading: October 20, 2020
Second Reading:
Public Hearing:
Third Reading:

AMENDED AND RESTATED FEE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

BASF CORPORATION,
A Delaware Corporation

Dated as of December [], 2020

The County and the Company hereby agree to waive, to the full extent allowed by law, the requirements of Section 12-44-55 with regard to this Amended and Restated Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act, and provides copies of all such filings to the County.

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Oconee County, South Carolina

AMENDED FEE AGREEMENT

THIS AMENDED AND RESTATED FEE AGREEMENT (the "Amended Agreement" or "this Agreement") is made and entered into as of November 1, 2020, by and between OCONEE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council") as the governing body of the County, and BASF Corporation (the "Company"), incorporated and existing under the laws of the State of Delaware.

WITNESSETH:

Recitals.

The County is authorized by Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act") to enter into, amend and/or extend a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property, to induce such industries to locate in the State and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State.

Pursuant to the Act, the County finds that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public.

Pursuant to a fee in lieu of tax agreement between the Company and the County dated as of June 1, 2016 (the "Fee Agreement"), the Company has, on or before December 31, 2019, invested in excess of \$74,000,000 ("Current Investment"). The Fee Agreement includes a fixed millage rate for the term of the Fee Agreement of 215 mils. The Company is desirous of keeping the rate of 215 mils.

Pursuant to an Inducement Resolution adopted by the County on September 1, 2020, the Company has agreed to expand and equip by purchase, construction, lease-purchase, lease or otherwise, the Company's existing precious metal refining facility (the "Facility") which is located in the County, which will consist of the acquisition, construction, installation, expansion, improvement, design and engineering, in phases, of additional or improved machinery and equipment, buildings, improvements or fixtures which will constitute the project (the "Project"). The Project in the Park (as hereinafter defined) in the County involves an additional new taxable investment of at least \$40,000,000 in the County within five (5) years from the end of the Company tax year in which this Agreement is executed, and the \$40,000,000 level of investment in Economic Development Property (hereinafter defined) shall be maintained for the initial ten (10) years of the Amended Agreement, without regard to depreciation and a \$20,000,000 level of investment in Economic Development Property, without regard to depreciation, shall be maintained for the remaining ten (10) years of the initial term of the Fee Agreement, all being maintained in accordance with the Act.

Pursuant to an Ordinance enacted on December [], 2020 (the "Fee Ordinance"), as an inducement to the Company to develop the Project and at the Company's request, the County Council authorized the County to enter into this Amended Agreement with the Company which identifies the property comprising the Project as Economic Development Property (as defined in the Act) under the Act subject to the terms and conditions hereof.

For purposes of determining compliance with respect to any investment requirements of this Amended Agreement, the Company and the County do not intend for the Current Investment to be taken into consideration.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation of the County.

ARTICLE I

DEFINITIONS

The terms defined in this Article shall for all purposes of this Agreement have the meaning herein specified, unless the context clearly requires otherwise.

"Act" shall mean Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

"Authorized Company Representative" shall mean the President of the Company or any person designated from time to time to act on behalf of the Company by its President or one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary, any assistant secretary, or senior personnel so designated by an officer of the corporation as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Company by its President, one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary, any assistant secretary or senior personnel so designated by an officer of the corporation.

Such certificates may designate an alternate or alternates and may designate different Authorized Company Representatives to act for the Company with respect to different sections of this Fee Agreement.

“Authorized County Representative” shall mean the Administrator of the County or his/her designee as evidenced by a written certificate of the County Administrator (hereinafter defined).

"Chairman" shall mean the Chairman of the County Council of Oconee County, South Carolina

"Clerk to County Council" shall mean the Clerk to the County Council of Oconee County, South Carolina.

"Closing" or "Closing Date" shall mean the date of the execution and delivery hereof.

"Code" shall mean the Code of Laws of South Carolina, 1976, as amended.

"Company" shall mean BASF Corporation, a corporation incorporated under the laws of the State of Delaware and duly qualified to transact business in the State.

"County" shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Administrator” shall mean the Administrator of Oconee County, South Carolina.

"County Council" shall mean the Oconee County Council, the governing body of the County.

"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project,

or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

"Economic Development Property" shall mean all items of tangible Real Property, Improvements and Equipment, as defined herein, comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to this Agreement, and which are identified by the Company in connection with its required annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue and Taxation (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company.

"Equipment" shall mean all of the machinery, equipment, furniture and fixtures of the Project, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment, furniture and fixtures constitute Economic Development Property and thus become a part of the Project under this Agreement.

"Event of Default" shall mean any Event of Default specified in Section 4.13 of Fee Agreement.

"Facility" shall mean any such facility that the Company may cause to be constructed, acquired, modified or expanded in Oconee County, South Carolina on the land acquired by, leased by or on behalf of the Company for the Project.

"Fee Agreement" and Amended Agreement shall have the meaning hereinabove assigned to each.

"Fee Term" or "Term" shall mean the period from the date of delivery of this Agreement until the last Phase Termination Date unless sooner terminated pursuant to the terms of this Agreement.

"FILOT Revenues" shall mean the payments in lieu of taxes which the Company is obligated to pay to the County for the Project in the Park pursuant to Section 4.1 hereof.

"Improvements" shall mean improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent such additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Agreement.

"Inducement Resolution" shall mean the resolution of the County Council adopted on September 1, 2020, authorizing the County to enter into this Agreement.

"Investment Period" shall mean the period commencing January 1, 2020, and ending on the last day of the fifth (5th) property tax year following the property tax year in which this Agreement is executed since the minimum statutory investment has heretofore been made within the statutory period, which is December 31, 2025.

"Minimum Investment" shall mean that the Company shall invest in Economic Development Property under and pursuant to this Agreement not less than Forty Million Dollars (\$40,000,000) in qualifying, new taxable investment in the Project by the end of the fifth (5th) year after the year of execution of this Agreement, and that the \$40,000,000 of investment shall be maintained for the initial ten (10) years of the this Agreement, without regard to depreciation and \$20,000,000 of that investment, without regard to depreciation, shall be maintained for the remaining ten (10) years of this Agreement, all being made and maintained in accordance with the Act.

"Park" shall mean the industrial and business park created by the Park Agreement.

"Park Agreement" shall mean the Agreement for Development of an Industrial/Business Park for the Park between the County and Pickens County dated January 16, 2007, as amended from time to time.

"Phase" or "Phases" in respect of the Project shall mean the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

"Phase Termination Date" shall mean with respect to each Phase of the Project the day twenty years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2045, or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Company under Section 12-44-30(21) of the Act, as amended, but only if the County subsequently agrees to such a maximum number of years exceeding twenty and such agreement is approved by the County Council and reduced to writing.

"Project" shall mean the Improvements and Equipment, together with the acquisition, construction, installation, design and engineering thereof, in phases, which shall constitute expansions or improvements of the Facility, and any Real Property which qualifies as Economic Development Property under the Act and becomes part of the Project pursuant to the provisions of this Agreement. The Project involves an initial investment of sufficient sums to qualify as a Project under the Act.

"Real Property" shall mean the real property described in Exhibit A attached hereto, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto and at which the Improvements and Equipment that comprises part of the Project under the terms of this Agreement is located, as well as any real property which, itself, qualifies as part of the Project, as set forth herein.

"Removed Components" shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of this Agreement:

(a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

"Replacement Property" shall mean any property which is placed in service as a replacement pursuant to Section 4.4 hereof for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 4.7 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

“Special Source Revenue Credit” shall mean the credit against the fee in lieu of tax payments to be made by the Company to the County as authorized by Section 4-1-175 of the Code and Section 4.18 hereof.

Any reference to any agreement or document in this Article I or otherwise in this Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County hereby represents and warrants to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to

carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) The Project, as represented by the Company to the County, constitutes a "project" within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act. The Authorized County Representative is to take all administrative or managerial actions to be taken or consented to by the County pursuant to this Agreement.

Section 2.2 Representations of the Company. The Company hereby represents and warrants to the County as follows:

(a) The Company is duly organized and in good standing under the laws of the State of Delaware, is qualified to do business in the State, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company's execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any company restriction or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a "Project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of precious metal refining facility and other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Company to locate the Facility and Project in the State.

(e) The Company anticipates that the cost of the project will be at least \$40,000,000 in qualifying new taxable investment in eligible, Economic Development Property in the County within five (5) years of the end of the Company tax year in which this Agreement is executed. The Company understands that the Company must invest not less than Forty Million Dollars (\$40,000,000) in Economic Development Property, subject to the fee in the Project by the end of the fifth succeeding tax year following the tax year of the execution of the Fee Agreement, or lose the benefits of this Agreement retroactively to the outset, with interest and repayment due to the County for both FILOT payments and Special Source Revenue Credit, as though the Minimum Investment requirements of the Act had not been met.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company has acquired, constructed and/or installed or made plans for the acquisition, lease, construction, expansion and/or installation of certain land, buildings, improvements, fixtures, machinery and equipment which comprise the Project.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project provided it makes the payments required hereunder, and provided that the Company may lose the benefit of this Fee Agreement if it does not complete the Project.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event on or prior to December 31, 2025. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project in the event that it pays all amounts due from and by it under the terms of this Fee Agreement, and provided that the Company may lose the benefit of this Fee Agreement if it does not complete the Project, and may owe repayment to the County under the terms hereof in certain such circumstances.

Section 3.3. Filings

(a) On or before May 1 of each year up to and including the May 1 immediately following the preceding December 31 of the year in which the completion of the Project has occurred, the Company shall provide the Oconee County Auditor with a list of all Economic Development Property as was placed in service during the year ended as of the prior December 31.

(b) The Company shall deliver to the Oconee County Auditor copies of all annual filings made with the South Carolina Department of Revenue and Taxation with respect to the Project during the term of this Agreement, not later than thirty (30) days following delivery thereof to the Department.

(c) The Company shall cause a copy of this Agreement to be filed with the Oconee County Auditor, Oconee County Assessor and the South Carolina Department of Revenue and Taxation within thirty (30) days after the date of execution and delivery hereof.

(d) The Company shall be responsible to the County (i) for filing annual tax reports to the South Carolina Department of Revenue and Taxation, (ii) for computing the fee in lieu of tax owed to the County by the Economic Development Property and (iii) for paying the fee in lieu of tax and

any other amounts due hereunder to the County.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax (“FILOT”) arrangement under Section 12-44-50(A)(1) of the Act, and to meet the investment representations of Section 2.2(e), hereof, the County and the Company have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Company shall make payments in lieu of ad valorem taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2025, in non-exempt Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of such annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

- Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 19 years using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of

the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.

- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the nineteen years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if the County approves, in writing, the use of such longer period created by any such amendment.
- Step 3: Multiply the taxable values, from Step 2, by the millage rate in effect for the Project site pursuant to the Fee Agreement, which the parties acknowledge to be 215 mils (which millage rate shall remain fixed for the term of this Agreement), to determine the amount of the payments in lieu of taxes which would be due in each of the twenty years listed on the payment dates prescribed by the County for such payments, or such longer period of years that the County may subsequently agree, in writing, that the annual fee payment is permitted to be made by the Company under the Act, as amended.

Subject to the terms and provisions herein contained and with the consent of the County, with respect to each Phase, this Agreement shall be and remain in full force and effect for a term commencing on the date hereof, and ending at midnight on December 31 of the year which is the nineteenth (19th) year following the first year in which each Phase is placed in service, unless sooner terminated as herein permitted; provided that, if at the expiration of the term of this Agreement payment of all FILOT Payments under this Section 4.01 relating to the operation of the Project during such term have not been made, such term shall expire on such later date as such payments shall have been made in full or so provided for.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never lower than the level described in this Agreement for the investment in the Project without the express, written consent of the County.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County. If the Project is deemed to be subject to ad valorem taxation, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute Economic Development Property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project was not and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the actual amount of payments in lieu of ad valorem taxes already made by the Company with respect to the Project pursuant to the terms hereof.

Section 4.2 Cost of Completion. In the event that the cost of completion of the Project has not exceeded \$40,000,000 in non-exempt Economic Development Property, as required under Section 12-44-30(13) of the Act by December 31, 2025, at the Project in the Park by that date, then beginning with the next payment due, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property,

but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period will be terminated at that point. In addition to the foregoing, the Company shall pay to the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that would have been payable to the County with respect to the Project, from and after January 1, 2020, through and including December 31, 2025, using the calculations described in this Section, over, (ii) the total net amount of payments in lieu of ad valorem taxes actually made by the Company with respect to the Project, from and after January 1, 2020, through and including December 31, 2025. Any amounts determined owing pursuant to the foregoing sentence shall be subject to interest as provided in the Act and shall be due no more than 60 days after the date on which *ad valorem* taxes would be due without penalty for the tax year ending December 31, 2025. Further, in the event, thereafter, that the Current Investment in the Project, without regard to depreciation falls below \$40,000,000, during the first ten (10) years that this Agreement is in effect, or below \$20,000,000 of the minimum new investment of \$40,000,000, without regard to depreciation, then during the second ten (10) years that this Fee Agreement is in effect, the payment in lieu of ad valorem taxes to be paid to the County by the Company from such respective point on, for the duration of this Fee Agreement shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period and Special Source Revenue Credit will be terminated at that point at which the investment in the Project, without regard to depreciation, falls below such \$40,000,000 or \$20,000,000, respectively.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

- (i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to twenty (20) (or, if greater, pursuant to subsequent written agreement with the County, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and

- (ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the Company with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty.

In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; subject, always, however to the terms and provisions of Section 4.2 hereof.

Section 4.5 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law as to time, place, method of payment, and penalties and enforcement of collection.

Section 4.6 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, and subject to Section 4.2 and Section 4.4, hereof, the Company shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii)

hereof. The Company shall provide annual written notice to the County of the Removed Components in conjunction with the filing of the PT300 property tax form.

Section 4.7 Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Agreement.

(b) Election to Rebuild. In the event the Real Property in which the project is located is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company, subject to the provisions of Section 4.4, hereof. Subject to the terms and provisions of this Agreement, all such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components, subject to Section 4.2 and Section 4.4 hereof.

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Real Property shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the

Company, the Company shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Real Property or a transfer in lieu thereof, and subject to Section 4.2 and Section 4.4, hereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.9 Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Provided, however, the Company may merge with or be acquired by another company so long as the surviving Company has a net asset value equal to or greater than that of the Company's net asset value.

Section 4.10 Indemnification Covenants. The Company shall and agrees to indemnify and save the County, its employees, officers, and agents (the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the County's entry into this Agreement. The Company shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County; the Company shall defend them in any such action, prosecution or proceeding with legal counsel reasonably acceptable to the Indemnified Parties.

Section 4.11 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary "state of the art" equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company's operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law or pursuant to the County's police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; or (ii) shall request or be entitled to inspect the Project, the Facility or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; and, the County (iii) shall use its best, good faith efforts to not knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the expectation that the County will not have any confidential or proprietary information of the Company, if the Company does provide such information to the County, if the Company will clearly and conspicuously mark such information as "Confidential" or "Proprietary", or both, then, in that event, prior to disclosing any confidential or proprietary information or allowing inspections of the Project, the Facility or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.12 Assignment and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company with the prior consent of the County, which consent will not unreasonably be withheld, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act.

Section 4.13 Events of Default. In addition to the specific events of default noted elsewhere herein, as to investment and job creation requirements, the following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make, upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Company to perform any of the material terms, conditions, obligations or covenants of the Company hereunder, other than those already noted in this Section 4.13 which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied.

Section 4.14 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement or Special Source Revenue Credit or both; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Fee Agreement, including, without limitation, those actions previously specified in this Agreement.

Section 4.15 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.16 Reimbursement of Legal Fees and Expenses. The Company agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project. Further if the Company shall default under any of the provisions of this Fee Agreement and the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company contained herein, the Company will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County. In addition to the generality of the foregoing, the Company shall pay the County's legal fees incurred with the preparation of this Amended Agreement and related documents, various conferences with County staff and counsel to the Company, and any attendance at County meetings, and other related matters, in an amount not to exceed \$3,500. Such amount shall be paid within 60 days of the Company counsel's receipt of an invoice for legal fees, which shall contain a basic, general (non-privileged) description of the services performed but need not include individual time entries and descriptions.

Further, this Section 4.16 shall in no way limit any rights of the County as contained in any other provision hereof.

Section 4.17 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

Section 4.18 Special Source Revenue Credit. The County agrees that the Company shall be entitled to a Special Source Revenue Credit, to be taken as a set off against the FILOT payments for the Project in the Park owed, pursuant to Section 4.1, hereof, through the property tax year ending December 31, 2036, in an annual amount equal to Sixty five (65%) percent of the net FILOT payments (after payment of the MCIP partner county fee) generated by the Project in the Park, but not to exceed the actual cost of the Infrastructure, totally or in any given year. Provided, the Company agrees to and does invest not less than Forty Million Dollars (\$40,000,000) in new, qualifying, taxable investment in the County by the end of the fifth (5th) year after the end of the tax year of execution of the Amended Agreement, which is December 31, 2025, which investment by the Company will be maintained for not less than ten (10) years, with not less than Twenty Million Dollars (\$20,000,000) of that new investment being maintained for the remaining term of the Amended Agreement.

The Special Source Revenue Credit may be taken by the Company only to the extent that the Company has invested in qualifying improvements (“Qualified Improvements”) as defined in Section 12-44-70 of the Act and Section 4-29-68(A)(2) of the South Carolina Code of Laws, 1976, as amended. The Company shall be responsible for certifying to the County the amount of Qualified Improvements in which the Company has invested. Based on this certification, the Treasurer of the

County shall display and subtract the Special Source Revenue Credit from the fee in lieu of tax payment statement sent to the Company for the duration of the Special Source Revenue Credit as set forth above. At no time shall the aggregate of Special Source Revenue Credit received by the Company exceed the certified amount of Qualified Improvements. Should the Company fail to maintain the levels of investment in Economic Development Property, without regard to depreciation as described in Section 4.2 hereof during the term of this Agreement, the Company shall lose the benefit of any Special Source Revenue Credit granted pursuant to this Section 4.18 from the point at which such failure occurs and going forward and shall be required to repay a pro rata amount of any Special Source Revenue Credit received by the Company based on the percentage of the actual investment in Economic Development Property made or maintained, as applicable, by the Company compared to the \$40,000,000 or \$20,000,000, respectively, as provided in Section 4.2 hereof. Any amounts determined owing pursuant to the foregoing Section 4.18 hereof shall be subject to interest as provided in the Act and shall be due no more than 60 days after the date on which *ad valorem* taxes would be due without penalty for the tax year having most ended on the most recent December 31.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY:

Oconee County, South Carolina
415 South Pine Street

Prepared by J. Wesley Crum, III P.A.

24

Walhalla, South Carolina 29691
Attention: County Administrator

WITH A COPY OF:
(does not constitute notice)

Oconee County, South Carolina
415 South Pine Street
Walhalla, South Carolina 29691
Attention: County Attorney

AS TO THE COMPANY:

BASF CORPORATION
554 Engelhard Drive
Seneca, South Carolina 29679

WITH A COPY TO:

BASF CORPORATION
100 Campus Drive
Florham Park, New Jersey 07932
Attention: Tax Department

Section 5.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 5.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.7 Further Assurance. From time to time, and at the sole expense of the Company, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

Section 5.8 Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County.

Section 5.9 Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10 Force Majeure. To the extent recognized by the Act, and except for payment of the fees in lieu of taxes under Section 4.1, hereof, the Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond Company's reasonable control.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Chairman and to be attested by the Clerk to County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Julian Davis III, Chairman
Oconee County Council

[SEAL]

ATTEST:

By: _____
Katie Smith, Clerk to Council
Oconee County Council

BASF CORPORATION,
a Delaware Corporation

By: _____
Anthony S. Germinario
Its: Assistant Secretary

EXHIBIT A
BASF CORPORATION PROPERTY

This being the same property acquired by Engelhard Corporation (now known as BASF Corporation) by deed recorded in Deed Book 422 at page 217 and shown on the sketch attached hereto.

All that certain piece, parcel or tract of land situate, lying and being in Reedy Fork School District, Oconee County, South Carolina containing 93.00 acres as shown on plat of Michael L. Henderson, RLS dated May 27, 1985, and recorded in Plat Book P-51 at page 80.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: Oct 20, 2020
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

Council consideration and approval to convert a full time Staffmark position to a full time County position within the Treasurer's Office.

BACKGROUND DESCRIPTION:

This Staffmark position processes tax payments at the counter and drive thru. Also assists DMV Coordinator with decal duties. It's very important to have two clerks with security levels required for DMV duties.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

n/a

FINANCIAL IMPACT [Brief Statement]:

Funds needed for Senior Tax Records Specialist to begin Dec 14 th 2020	\$24,356.31
Full amount available in Treasurer's budget	<u>\$24,356.31</u>
	\$ 0.00

Budget neutral

Approved by : AVP Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No
If yes, who is matching and how much:

Approved by : _____ Grants

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

This position is greatly needed to process tax payments, assist taxpayers and assist the DMV Coordinator. Daily mandated duties for the DMV Coordinator require this position to be pulled away from the payment counter to perform the DMV duties on a daily basis. With the new Boat law (H4715) we now have more traffic on a monthly basis than ever before. In two previous budget years, a full time position was cut from the Treasurer's budget and we have struggled greatly since. In order to provide the best service to the citizens of Oconee County, we respectfully request your approval of the Staffmark position to be upgraded to a full time County position.

Submitted or Prepared By:

[Signature]
Department/Head/Elected Official

Approved for Submittal to Council:

[Signature]
Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

Senior Tax Records Specialist	113	33,285.00
Per Payroll		1,280.19
For 12 Payrolls		15,362.31
FICA		1,175.00
Retirement		2,544.00
WC		405.00
Insurance		4,570.00
Dental		250.00
Vision		50.00
		<hr/>
		24,356.31

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: October 20, 2020

ITEM TITLE:

Title: Two (2) Pumper Fire Trucks with Loose Equipment **Department(s): Emergency Services** **Amount: \$690,358.00**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2020-2021 budget process.

Finance Approval: *Sadale Price*

Budget: **800,000.00** Project Cost: **\$690,358.00**

Balance: **\$109,642.00**

BACKGROUND DESCRIPTION:

These Fire Trucks are Pierce Pumpers built on Freightliner M2-106 two door cab and chassis with Cummins L9 350 HP Diesel engines, Allison EVS 3000 automatic transmissions, Waterous CSU 1250 pumps, UPF 1000 gallon tanks, Whelen LED lighting and will include loose equipment. These apparatuses will be built in accordance to NFPA (National Fire Protection Association). We will be purchasing Two (2) Side Mount Pumpers at \$345,179.00 each.

The County is utilizing the H-GAC (Houston-Galveston Area Council of Governments) contract through a cooperative purchasing agreement. H-GAC cooperative purchasing allows government agencies to purchase directly from the manufacturer or authorized dealers. H-GAC contracts are bid and awarded on a national level and purchases may be fulfilled by the manufacturer and / or authorized local or state dealers.

SPECIAL CONSIDERATIONS OR CONCERNS:

Pierce Manufacturing / Spartan Fire and Emergency Apparatus were awarded an H-GAC contract under contract number FS12-17.

Pierce Manufacturing is the Supplier and Spartan Fire and Emergency Apparatus is the Prime Contractor for Pierce Manufacturing. Spartan Fire and Emergency Apparatus will provide any service or warranty repairs required.

ATTACHMENT(S):

1. Pricing spreadsheet
2. Spartan Fire and Emergency Apparatus HGAC Quote with loose equipment
3. Wally's Fire & Safety Equipment HGAC Quote to Spartan Fire for Loose Equipment

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the award of Two Pumper Fire Trucks to Spartan Fire and Emergency Apparatus of Roebuck, SC in the amount of \$690,358.00.

Submitted or Prepared By: *Tronda C. Popham* Approved for Submittal to Council: *Amanda F. Brock*

Tronda C. Popham, Procurement Director

Amanda F. Brock, County Administrator

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A calendar with due dates marked may be obtained from the Clerk to Council.

All Options with Pricing		Pricing for each option	Side Mount
TC01	M2 Freightliner, 2-Door OEM Cab, Aluminum Body, Single Axle, 1250 GPM Mid-Mount Pumper	\$229,245.00	\$229,245.00
101	Add "L" Frame Liner	\$1,814.00	\$1,814.00
120	Add Wheel Chocks and Brackets	\$966.00	\$966.00
143	Add Extended	\$2,770.00	\$2,770.00
190	Add Camera System Rear Only	\$1,419.00	\$1,419.00
203	Add Kussmaul Charger	\$1,832.00	\$1,832.00
208	Add Shoreline Auto Eject	\$541.00	\$541.00
217	Add Two (2) 12 Volt Rear Scene Lights	\$2,664.00	\$2,664.00
222	Add Two (2) 12 Volt Push Up Pole Scene Lights	\$4,164.00	\$4,164.00
235	Upgrade from Responder Body to Aluminum Medium Pumper Body	\$17,314.00	\$17,314.00
246	Add Ladders Stored Thru-the- Body	\$4,881.00	\$4,881.00
250	Increase Water Tank to 1000 gallons	\$1,427.00	\$1,427.00
260	Add Two (2) Hard Suction Hose Troughs	\$2,096.00	\$2,096.00
263	Add Five (5) Adjustable Shelves	\$995.00	\$995.00
265	Add One (1) Swing-Out Toolboard	\$1,747.00	\$1,747.00
266	Add (4) Slide-Out Floor Trays	\$3,368.00	\$3,368.00
266	Add (2) Slid-Out Floor Trays	\$1,684.00	\$0.00
274	Add Two (2) SCBA Cylinder Storage in Fender Panel	\$1,918.00	\$1,918.00
284	Add One (1) 2.50" Suction Inlet PS	\$1,260.00	\$1,260.00
290	Add One (1) Front Discharge 2.50"	\$2,801.00	\$2,801.00
291	Add One (1) Front Discharge 1.50"	\$1,392.00	\$0.00
292	Add One (1) 2.50" Discharge at the Rear	\$1,833.00	\$1,833.00
293	Add One (1) 3" Discharge PS	\$2,675.00	\$2,675.00
5047	Delete One (1) 4" Discharge	(\$4,642.00)	(\$4,642.00)
303	Provide Two (2) Speedlays w/ Trays IPO Crosslays	\$8,552.00	\$8,552.00
307	Add Additional Poly Trays	\$911.00	\$911.00
309	Add One (1) Booster Reel PS Cargo Area	\$3,109.00	\$3,109.00
329	Add Top Pump Controls	\$8,128.00	\$0.00
330	Add One (1) Tank Level LED Group	\$1,323.00	\$1,323.00
440	Add Graphics Upgrade 1	\$1,854.00	\$1,854.00
770490	Pumphouse Notch LS 4"/RS 4"	\$931.00	\$931.00
	2019 Pricing		\$299,768.00
	2020 Increase 3%		\$8,997.00
	Travel for Final Inspection		\$750.00
	SC State Sales Tax	\$500.00	\$500.00
	Sub-Total		\$310,015.00
	Loose Equipment	\$35,164.00	\$35,164.00
	Total for Each Truck		\$345,179.00
Grand Total for 2 Trucks			\$690,358.00



SPARTAN FIRE
and Emergency Apparatus
Since 1973

QUOTATION

ESTIMATE

319 Southport Road • Roebuck, S.C. 29376
Office: 864-582-2376 • Fax: 864-582-2377 • Email: spartanfire@spartanfire.com

Customer: Oconee County Fire Services
415 South Pine Street
Wahalla, SC 29691

Date of Estimate: October 2, 2020
F.O.B.: Oconee County SC
Estimated Delivery: 11.5-12.5 Months

Payment Terms: Net Payment/Final Insp

HGAC CONTRACT # FS12-17
"TAG -ON PURCHASE"

Salesman: *Chris Harris*

Item	Qty.	Description	Price	Amount
1	2	Pierce Side Mount Pumper built on a Freightliner M2-106		
		2-Door Cab and Chassis, Cummins L9 350 HP Diesel		
		Engine, Allison EVS 3000 Automatic Transmission,		
		Waterous CSU 1250 Pump, UPF 1000 Gallon Tank,		
		Whelen LED Lighting. Built in Accordance to NFPA		
		And the Enclosed Proposal Dated October 2, 2020.	\$309,515.00	\$619,030.00
2	2	Loose Equipment (Per Fire Department List)	\$35,164.00	\$70,328.00
		Wally's Fire and Safety Equipment Quote #51696		
3	2	SC State Sales Tax	\$500.00	\$1000.00

TOTAL COST \$690,358.00

THIS QUOTATION EXPIRES DECEMBER 1, 2020



Wally's Fire & Safety Equipment, Inc.

PO Box 1023
Mullins, SC 29574

TOLL FREE: (888) 784-2224
FAX: (843) 464-1001

QUOTE

Date	Quote #
10/2/2020	51696

Bill To
SPARTAN FIRE & EMERGENCY APPARATUS ATTN: ACCOUNTS PAYABLE 319 SOUTHPORT ROAD ROEBUCK, SC 29376

Ship To
OCONEE COUNTY EMERGENCY MNGMT. 216 EMERGENCY LANE WESTMINSTER, SC 29693 ATTN: MIKE CARROLL

Purchase Order #		Terms	Sales Person	
		NET 30	BOONE	
Qty	Item Number	Description	Unit	Ext. Price
		HGAC Contract # EP-17		
20	FQ HS50YD	HYDRO FLOW LDH FIRE HOSE 5" X 100', YELLOW JACKET & LINER: NITRILE RUBBER. EXTRA STRONG STORZ COUPLINGS EXTRUDED FROM ALUMINUM BAR STOCK. **STENCILLING TO BE DETERMINED AT TIME OF ORDER**	524.00	10,480.00
2	FQ HS50YB	HYDRO FLOW LDH FIRE HOSE 5" X 50', YELLOW JACKET & LINER: NITRILE RUBBER. EXTRA STRONG STORZ COUPLINGS EXTRUDED FROM ALUMINUM BAR STOCK,.	342.00	684.00
2	FQ HS50YA	HYDRO FLOW LDH FIRE HOSE 5" X 25', YELLOW JACKET & LINER: NITRILE RUBBER. EXTRA STRONG STORZ COUPLINGS EXTRUDED FROM ALUMINUM BAR STOCK.	237.00	474.00
20	FQ DJ17*B	FIREQUIP DJ800 POLY DOUBLE JACKET FIRE HOSE. 1.75" X 1.5"NH X 50', SPECIFY COLOR OUTER JACKET: 100% HIGH TENACITY SPUN POLYESTER. LINER: EXTRUDED SYNTHETIC EPDM RUBBER.	111.00	2,220.00
WF&S accepts credit card payments. WF&S will access a 3% convenience charge for choosing credit card method of payment.			Subtotal	

**STANDARD
SHIPPING TERMS
PRE-PAY & ADD**

**ATTENTION !!!!!!!
FREIGHT IS NOT INCLUDED
UNLESS LISTED ABOVE**

Sales Tax (0.0%)
Total



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OCONEE COUNTY EMERGENCY MNGMT. 216 EMERGENCY LANE WESTMINSTER, SC 29693 ATTN: MIKE CARROLL

Purchase Order #		Terms	Sales Person	
		NET 30	BOONE	
Qty	Item Number	Description	Unit	Ext. Price
20	FQ DJ25*B	FIREQUIP DJ800 POLY DOUBLE JACKET FIRE HOSE. 2.5"NH X 50', SPECIFY COLOR OUTER JACKET: 100% HIGH TENACITY SPUN POLYESTER. LINER: EXTRUDED SYNTHETIC EPDM RUBBER.	161.00	3,220.00
40	FQ DJ30WB	FIREQUIP DJ800 POLY DOUBLE JACKET FIRE HOSE. 3" X 2.5"NH X 50', WHITE OUTER JACKET: 100% HIGH TENACITY SPUN POLYESTER. LINER: EXTRUDED SYNTHETIC EPDM RUBBER.	191.00	7,640.00
4	FQ MF60L1	MAXI FLEX,SUCTION,6" HOSE,6"LHF X 6"RLM X 10'	360.00	1,440.00
2	TFT A02HNX	BARREL STRAINER,6"NH	114.00	228.00
2	TFT XFC-52	CROSSFIRE PACKAGE,DELUXE,SAFE-TAK,TIPS,M-R FOG NOZZLE Package Includes: Safe-Tak Ground Base with Safety Shutoff (specify inlet) Storage Bracket for Ground Base Monitor Top, 2.5"NH outlet M-R1250S-NJ Automatic Master Stream Fog Nozzle Quad Stacked Tips, 2.5" Inlet Stream Straightener, 10" Long	3,306.00	6,612.00
2	TFT XFF-APL	CROSSFIRE TRUCK ADAPTER,3" NPT INLET	201.00	402.00
WF&S accepts credit card payments. WF&S will access a 3% convenience charge for choosing credit card method of payment.			Subtotal	
			Sales Tax (0.0%)	
			Total	

**STANDARD SHIPPING TERMS
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Purchase Order #		Terms	Sales Person	
		NET 30	BOONE	
Qty	Item Number	Description	Unit	Ext. Price
2	TFT XXC-32	BLITZFIRE PACKAGE,SAFETY SHUT-OFF, FOG NOZZLE Package Includes: BlitzFire Monitor, 2.5"NH Inlet x 2.5"NH Outlet Storage Bracket MD12A Max-Force Automatic Fog Nozzle	2,628.00	5,256.00
2	TFT AB3ST-NX	BALL INTAKE VALVE,5"ST SWIVEL X 6"NH(F)LHSW Features: Pivoting Elbow, Stainless Ball Valve, Handwheel Control on Side, Field Resettable PRV, Very Simple & Economical Valve Seat Replacement	1,317.00	2,634.00
2	TFT A01ST	BLIND STORZ CAP, 5" STORZ, W/LANYARD	55.00	110.00
2	TFT AYNJ-NF	GATED WYE, FOLDING LONG HANDLES, 2.5"NH(F) X TWO - 1.5"NH(M)	291.00	582.00
2	SPC QL48Z25C	BRACKET,QUICK LOCK MOUNT,CHROME,2.5"	37.00	74.00
2	TFT AV5NJ-NJ-SC	HYDRANT VALVE, SLOW CLOSE STYLE, 2.5"NH(F) ROCKER LUG X 2.5"NH(M)	303.00	606.00
2	SPC QL48Z25C	BRACKET,QUICK LOCK MOUNT,CHROME,2.5"	37.00	74.00
2	TFT ME0-VPGI-100	METRO 0 NOZZLE, 100gpm @ 100psi, WITH SIMPLE INTER CHANGEABLE DISC, PG, 1"NH	471.00	942.00
6	TFT ME1-VPGI-***	METRO 1 NOZZLE,14 FLOW CHOICES, WITH SIMPLE INTER CHANGEABLE DISC, PG,1.5"NH, SPECIFY FLOW DISC	537.00	3,222.00
2	TFT ME2-2VPGI	METRO 2 NOZZLE,10 FLOW CHOICES WITH SIMPLE INTER CHANGEABLE DISC,PG,2.5"NH	603.00	1,206.00
2	TFT H-2VPP/FS-3STACK	PLAYPIPE COMBO,WITH 2.5"NH VALVE & NFPA TRIPLE STACKED TIPS. Tip Diameters are 1-1/4, 1-1/8", and 1"	615.00	1,230.00
WF&S accepts credit card payments. WF&S will access a 3% convenience charge for choosing credit card method of payment.			Subtotal	
			Sales Tax (0.0%)	
			Total	

STANDARD SHIPPING TERMS PRE-PAY & ADD

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Purchase Order #		Terms	Sales Person	
		NET 30	BOONE	
Qty	Item Number	Description	Unit	Ext. Price
2	SPC QL48Z25C	BRACKET,QUICK LOCK MOUNT,CHROME,2.5"	37.00	74.00
2	TFT PA-2	NEWFORCE TRANSFORMER PIERCING NOZZLE KIT #2, 1.5" NH Includes: (2) Extension Tubes, 19" (1) Flow Tube w/Piercing Point, 14" (1) Twist Grip Shutoff Valve (1) Pistol Grip (1) Junction Port w/Striking Head (1) Distribution Nozzle (1) Adapter (1) Nylon Carry Bag	1,150.00	2,300.00
2	TFT FS95BCP	BUBBLE CUP FOAM NOZZLE,95 GPM @ 100psi,PG,1.5"NH (WHITE BAIL HANDLE & WHITE PISTOL GRIP)	321.00	642.00
2	TFT UE-095-NJ-NF	FOAM EDUCTOR, INLINE, W/BACKFLUSH, 95 GPM, 200psi INLET PRESSURE, 2.5"NH(F) INLET X 1.5"NH(M) OUTLET	516.00	1,032.00
2	TFT AA1ST-NJ	STORZ ADAPTER,5"ST X 2.5"NH(F)RL	115.00	230.00
2	RH SMP-50	MOUNTING PLATE,5" STORZ	28.00	56.00
2	TFT AA3ST-NJ	STORZ ADAPTER,5"ST SWIVEL X 2.5"NH(F)RLSW	114.00	228.00
2	RH SMP-50	MOUNTING PLATE,5" STORZ	28.00	56.00
2	TFT AA3HST-NR	STORZ ADAPTER,5"ST SWIVEL X 4.5"NH(F)LHSW	144.00	288.00
2	RH SMP-50	MOUNTING PLATE,5" STORZ	28.00	56.00
4	RH 35 25NH25NH	ADAPTER,DOUBLE FEMALE,RLSW,2.5"NH X 2.5"NH	30.00	120.00
4	RH M-25	MOUNTING PLATE,RIGID MALE,2.5"NH	27.00	108.00
4	RH 36 25NH25NH	ADAPTER,DOUBLE MALE,RL,2.5"NH X 2.5"NH	18.00	72.00
2	RH 37 25NH15NH	ADAPTER 2.5"NH(F)RL X 1.5"NH(M)	20.00	40.00

WF&S accepts credit card payments. WF&S will access a 3% convenience charge for choosing credit card method of payment.

Subtotal

Sales Tax (0.0%)

Total

**STANDARD
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PRE-PAY & ADD**

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Ship To
OCONEE COUNTY EMERGENCY MNGMT. 216 EMERGENCY LANE WESTMINSTER, SC 29693 ATTN: MIKE CARROLL

Purchase Order #		Terms	Sales Person	
		NET 30	BOONE	
Qty	Item Number	Description	Unit	Ext. Price
2	TFT A3810	JUMBO SPANNER SET W/BRACKET Includes: (4) A3090 Jumbo Spanner Wrenches for Storz and Rucker Lug Couplings (1) A3815 Mounting Bracket	90.00	180.00
4	RH 148-3	WRENCH SET, (1) #105 HYDRANT WRENCH, (2) #101 SPANNERS & HEAVY DUTY MOUNTING BRACKET	127.00	508.00
2	FLAMEFIGHTER FHAFR6LB	FLAT HEAD AXE, 6#, FIBERGLASS HANDLE, RUBBER GRIP, 36"	36.00	72.00
2	SPC ZAH5101C/ZSMA5201C	BRACKET SET, AXE HANDLE & SHIELD, SIDE MOUNT, CHROME	48.00	96.00
2	FLAMEFIGHTER PHAFR6LB	PICK HEAD AXE, 6#, FIBERGLASS HANDLE, RUBBER GRIP, 36"	36.00	72.00
2	SPC ZAH5101C/ZSMA5201C	BRACKET SET, AXE HANDLE & SHIELD, SIDE MOUNT, CHROME	48.00	96.00
2	FLAMEFIGHTER FEIS	FORCIBLE ENTRY IRONS SET Includes: (1) FE30 Halligan Bar, 30" (1) Flat Head Axe, 6# (1) Single Handle Marrying Strap	190.00	380.00
2	PAC K5003HD	HEAVY DUTY IRONSLOK MOUNTING KIT FOR LARGER MARRIED SET OF IRONS, NFPA	271.00	542.00
2	FLAMEFIGHTER DWH04D	DRY WALL HOOK, FIBERGLASS, W/D-HANDLE, 4'	62.00	124.00
4	ZICO VM-5	MOUNTING BRACKET, VARIABLE, HORIZONTAL, HOLDS 1.0" - 1.3" ITEM	19.00	76.00
2	FLAMEFIGHTER PP06	PIKE POLE, FIBERGLASS, 6'	42.00	84.00
4	ZICO VM-5	MOUNTING BRACKET, VARIABLE, HORIZONTAL, HOLDS 1.0" - 1.3" ITEM	19.00	76.00
WF&S accepts credit card payments. WF&S will access a 3% convenience charge for choosing credit card method of payment.		Subtotal		
		Sales Tax (0.0%)		
		Total		

STANDARD SHIPPING TERMS PRE-PAY & ADD

ATTENTION !!!!!!! FREIGHT IS NOT INCLUDED UNLESS LISTED ABOVE



Wally's Fire & Safety Equipment, Inc.

PO Box 1023
Mullins, SC 29574

TOLL FREE: (888) 784-2224
FAX: (843) 464-1001

QUOTE

Date	Quote #
10/2/2020	51696

Bill To
SPARTAN FIRE & EMERGENCY APPARATUS ATTN: ACCOUNTS PAYABLE 319 SOUTHPORT ROAD ROEBUCK, SC 29376

Ship To
OCONEE COUNTY EMERGENCY MNGMT. 216 EMERGENCY LANE WESTMINSTER, SC 29693 ATTN: MIKE CARROLL

Purchase Order #		Terms	Sales Person	
		NET 30	BOONE	
Qty	Item Number	Description	Unit	Ext. Price
2	FLAMEFIGHTER FLHDH04	NY ROOF HOOK, FIBERGLASS HANDLE, W/D-HANDLE, 4'	60.00	120.00
4	ZICO VM-5	MOUNTING BRACKET, VARIABLE, HORIZONTAL, HOLDS 1.0" - 1.3" ITEM	19.00	76.00
2	FLAMEFIGHTER FLHPB06S	NY ROOF HOOK, STEEL, W/PRY BAR TIP, 6'	96.00	192.00
4	ZICO VM-QB	MOUNTING BRACKET, VARIABLE, FOR STEEL HANDLE TOOLS, EACH	30.00	120.00
2	FLAMEFIGHTER BC36	BOLT CUTTERS, 36	57.00	114.00
2	ZICO BCB	BOLT CUTTER BRACKET SET	72.00	144.00
2	FLAMEFIGHTER RMFG	CONNECTION MALLET, RUBBER HEAD, FIBERGLASS HANDLE, 32oz.	13.00	26.00
2	PAC 1004-B	HANDLELOK MOUNTING BRACKET, W/BLACK STRAP	35.00	70.00
2	HHC HC60	HOSE CLAMP, UP TO 6"	458.00	916.00
2	HHC RBM	RUNNING BOARD MOUNT, FOR HC25/60	48.00	96.00
8	SL 44451	FIRE VULCAN LED VEHICLE SYSTEM, ORG, DC DIRECT WIRE	163.00	1,304.00
2	BL 9200	HOSE JACKET, LEATHER, UP TO 3"	67.00	134.00
4	FDT SC12X14	SALVAGE COVER, 10oz. VINYL, RED, 12' X 14'	92.00	368.00
2	AMEREX A411	FIRE EXTINGUISHER, ABC, 20 Lb.	135.00	270.00
2	AMEREX 240	FIRE EXTINGUISHER, PRESSURIZED WATER, 2.5 GALLON	106.00	212.00
2	AMEREX 331	FIRE EXTINGUISHER, CO2, 15 Lb.	257.00	514.00
1	NO BID ON THIS LINE ITEM	MSA ALTAIR 4X GAS MONITOR	0.00	0.00
2	DT CC5B	COLLAPSIBLE CONES, 5-28" , W/REFLECTIVE COLLARS AND STORAGE BAG	193.00	386.00
WF&S accepts credit card payments. WF&S will access a 3% convenience charge for choosing credit card method of payment.		Subtotal		
		Sales Tax (0.0%)		
		Total		

STANDARD SHIPPING TERMS PRE-PAY & ADD

ATTENTION !!!!!!! FREIGHT IS NOT INCLUDED UNLESS LISTED ABOVE



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Purchase Order #		Terms	Sales Person	
		NET 30	BOONE	
Qty	Item Number	Description	Unit	Ext. Price
2	RKI 73-0060-56	SINGLE GAS MONITOR & CALIBRATION KIT, CO-03 MODEL, CARBON MONOXIDE (CO), 0-500ppm, WITH ALLIGATOR CLIP AND ALKALINE BATTERIES. Kit Includes: CO-03 Monitor, screwdriver, case and calibration kit (34L cylinder of 50ppm CO/N2, regulator, cal cup & tubing)	515.00	1,030.00
2	RAMFAN GX350	PPV FAN, 5.5hp HONDA GX200 ENGINE, 18" POWER SHROUD, 18,705cfm FOR A SINGLE DOOR, 22,145cfm FOR A DOUBLE DOOR, GH5005	1,808.00	3,616.00
8	NF 2130-9340-4	CENTURION, 3%-6%, AR-AFFF, 5 GALLON PAIL	94.00	752.00
8	ZICO SC-50-H-6-SF-PHS	SCBA BRACKET, FOR SCOTT ,6.75", WITH POSITIVE HOLDING STRAP	94.00	752.00
2	FREIGHT	FREIGHT CHARGES	1,086.21	2,172.42
REQUESTED BY: CHRIS HARRIS				

WF&S accepts credit card payments. WF&S will access a 3% convenience charge for choosing credit card method of payment.

Subtotal \$70,328.42

Sales Tax (0.0%) \$0.00

Total \$70,328.42

STANDARD SHIPPING TERMS PRE-PAY & ADD

ATTENTION !!!!!!! FREIGHT IS NOT INCLUDED UNLESS LISTED ABOVE



Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps [DX-At Large-Ex Office]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	John Elliott	Wayne McCall	Paul Cain	Julian Davis	Glenn Hart			
							2019-2022	2017-2020	2019-2022	2017-2020	2017-2020	2019-2022	2017-2020	2019-2022
							District I	District II	District III	District IV	District V	At Large	At Large	Ex-Officio
Aeronautics Commission	2-262	5 - 2	YES	n/a	YES	Jan - March	Randy Renz [3]	David Bryant [1]	Auby Perry [3]	Marion Lyles [1]	Ronald Chiles [2]	A. Brightwell [2]	Michael Gray [<1]	
Ag. Advisory Board	2016-17	5 - 2 - 1	YES	n/a	YES	Jan - March	Kim Alexander [1]	Doug Hollifield [<1]	Sandra Gray [2]	VACANT	Amanda Callahan	Debbie Sewell [2]	Rex Blanton [1]	Kerrie Roach [1]
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Aubrey Miller [1]	Libby Imbody [1]	Thomas Jones [<1]	VACANT	Mike Phillips	Daniel Dreher [1]	Suzette Cross [1]	
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	Jim Codner [2]	Gwen Fowler [1]	Bill Gilster [2]	Marty McKee [<2]	VACANT	John Eagar [1]	Charles Morgan [<1]	
Building Codes Appeal Board		0-7	YES	2X	YES	Jan - March	Matt Rochester [2] Kenneth Owen [1]; Kevin Knight [1]; John Sandifer [1]			Joshua Lusk [1]; Osceola Gilbert [1] ; VACANT				
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Laura Havran [1]	Andrew Smith [1]	D. Ryan Keese [1]	Marvin Prater [2]	VACANT	Emily Hitchcock [1]	VACANT	
Destination Oconee Action Committee														
PRT Commission [members up for reappointment due to initial stagger]	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Shane Smith [1]; Andrew Conkey [1]; Kevin Evans [2]			Trey Barnett [1], Riley Johnson [1], Gregory Coutu [1]			Alex Butterbaugh [1]	
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - March						Scott Lusk [1]	Stanley Powell [1]	
Library Board	4-9-35 / 18 1	0 - 9	YES	2X	YES	Jan - March	Clifton Powell [<1, 1/7/2020]; Diane Smathers [1, 1/19]; Katherine Smith [1, 1/19]			B. Brackett [1/17][1]; A. Griffin [1/17][1]; K. Holleman [1/17][2]; A. Suddeth [1/17][2]; C. Morrison [1/17][1]; VACANT				
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Mike Smith [1]	Andrew Gramling [1]	Alex Vassey [2]	Frankie Pearson [1]	Stacy Lyles [1]	Gwen McPhail [2]	Mike Johnson [2]	
Anderson-Oconee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1] BHS contacts Council w/ recommendations when seats open							
Capital Project Advisory Committee (end 1.17)														
Oconee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV							
Oconee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Mr. Paul Cain, Council; Ms. Amanda Brock, County Administrator; Mr. Sammy Dickson							
Ten At The Top [TATT]				NO	NO	January	Mr. Dave Eldridge							
ACOG BOD				N/A	NO	January	Council Rep: Mr. John Elliott [yearly]; 2 yr terms Citizen Rep: Mr. Julian Davis, Minority Rep: Marta Wahlen							
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins]							
[#] - denotes term. [<2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.														
[SHADING = reappointment requested - questionnaire on file] Denotes Individual who DOES NOT WISH TO BE REAPPOINTED														
Bold Italics TEXT denotes member inelligible for reappointment - having served or will complete serving max # of terms at the end of their current term.														

Oconee County Council

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864-718-1023
Fax: 864 718-1024

E-mail:
ksmith@oconeesc.com

John Elliott
Chair Pro Tem
District I

Wayne McCall
District II

Paul A. Cain
Vice Chair
District III

Julian Davis, III
Chairman
District IV

J. Glenn Hart
District V



The Oconee County Council will meet in 2020 on the first and third Tuesday of each month with the following exceptions:

- April, July, August, & November meetings, which will be **only** on the third Tuesday of each of the four months.

All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat from 9:00 a.m. to 12:00 p.m. on Tuesday, February 11, 2020 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 5, 2021 in Council Chambers at which point they will establish their 2021 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Tuesday, March 10, 2020 in Council Chambers.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2020 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4 p.m. on the following dates: February 4, March 17, July 21, & October 6, 2020.

The Transportation Committee at 4:30 p.m. on the following dates: February 18, May 19, August 18, & October 20, 2020.

The Real Estate, Facilities, & Land Management Committee at 4 p.m. on March 17 and 4:30 p.m. on the following dates: June 16, September 15, & November 17, 2020.

The Budget, Finance, & Administration Committee at 4:30 p.m. on the following dates: March 10 [Budget Workshop], April 21, May 5, May 19, & June 2, 2020.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 3, June 2, September 1, & November 17, 2020.

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■ LEGAL NOTICES

LEGALS

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PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

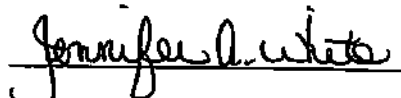
IN RE: NOTICE OF MEETING SCHEDULE AND EXCEPTIONS FOR 2020

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 01/10/2020 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

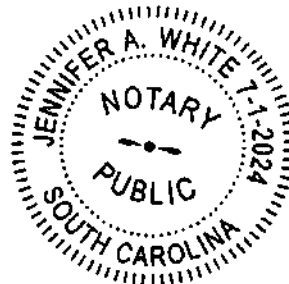


Hal Welch
General Manager

Subscribed and sworn to before me this
01/10/2020



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024



Beam 11' 5", Draft 27". Weight 10,000 lbs, fuel cap. 180 gal., water cap .40 gal, 2 sleeping areas (private), dining area, cooking (refrigerator, stove & microwave) Bathroom (shower & head), AC & heat
Too many items to list here.
 Total specifications and all items included with boat sale are detailed in package.
 If interested Call Al @ 843-290-9812 for full set of pictures and comprehensive list of all boat information which we will mail to you. Boat currently docked at Lake Hartwell, GA. Marina. You can stay at Marina if desired. Full boat services are available. Boat is ready to go! Trailer not included.

TRANSPORTATION

MOTORCYCLES

2012 HARLEY DAVIDSON FLTRX, Road Glide Custom, Chrome Yellow. Complete Stage 4 Engine Build. All Accessories, 39K, \$15,900. (864)557-9796



2014 Road King
 103 motor, classic black color, 45,294 miles.
Reduced...\$10,800.
 Plus IMF & Tag

Warren & Son Motorcycles, LLC

1602 Blue Ridge Blvd.
 Seneca, S.C.
 Call 864-973-8462



2016 Harley Davidson Dyna 103 Switchback
 Beautiful red color!
 Only 2,104 miles.
\$10,900. plus IMF & tag
Warren & Son Motorcycles, LLC

1602 Blue Ridge Blvd.
 Seneca, S.C.
 Call 864-973-8462

LEGALS

Greenleaf Self-Storage
 600 & 605 Shiloh Rd.
 Seneca, SC 29678
 Phone: 864-973-9099

Online auction of storage unit
 Q22 April Myers.

Unit contains household items, toys, furniture. Items to be sold in online auction closing at 12:00 noon on 9/10/20 at www.storage-treasures.com to the highest bidder unless balance is paid prior to auction.
 Credit/Debit card only.

Notice of Variance
 City of Clemson
 Board of Zoning Appeals
 Regular Meeting

Thursday, September 17, 2020
 at 6:00 p.m.
 1250 Tiger Blvd., Suite 2
 City Hall - City Council Chamber

All Meetings are being live streamed. Click here to be directed to the City of Clemson YouTube channel: Citizens are encouraged to not attend the meeting in person but to submit comments to staff no later than 5:00 p.m. Wednesday, September 16, 2020. You can email Jacob Peabody at jpeabody@cityofclemson.org to express your concerns or ask questions. 2020-V-02: Applicant Judith Fairey of 218 Strawberry Lane, Clemson SC, is requesting approval for a Variance from Table 19-304 Lot Width and Section 15-30.3(f) of Land Development Regulations. This Variance, if approved, would allow the applicant to subdivide her lot into three lots.

Public Notice

The Oconee County Council meetings scheduled for 6pm, or otherwise advertised, for the remainder of 2020, will have changes to the Public Comment Session and/or the Public Hearings as indicated below. Due to the Novel Coronavirus pandemic and the ongoing state of emergency, in-person attendance at this Council meeting by members of the general public will be limited. Attendance will be limited to twenty percent of the stated maximum occupancy, which equates to thirty-four (34) persons (including Council members, other elected officials, and staff). Attendees will be required to sit in designated seats, appropriately spaced. In-person attendance will be allowed on a "first-come" basis. Please contact Katie Smith, Clerk to Council at ksmith@oconeesc.com or 864-718-1023 regarding the following:

If you are unable to attend in person and have a comment you would like to submit, please contact our Clerk to Council to receive your comment and read into the record.

If you are unable to attend in person and would like to be heard during the public hearings, please contact our Clerk to Council so that she may coordinate your participation by telephone.

The Oconee County Real Estate, Facilities, & Land Management Committee meeting scheduled for 4:30 p.m., Tuesday, September 15, 2020 has been CANCELLED.

Cleaning, INC.



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 Oconee County
 Veteran & Family
 Owned And Operated

(864)
557-0380

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 Gas Logs & Fireplace Service



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Wood Stoves & Gas Appliances Installed

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- Gutters Inst. & Clean
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PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

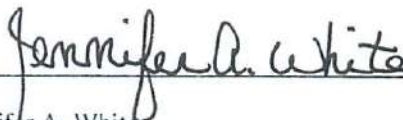
IN RE: Public Notice Oconee County Council Meetings

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 09/03/2020 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
09/03/2020



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024





Public Comment
SIGN IN SHEET
6:00 PM

October 20, 2020

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	FRANK PEARSON	
2		
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

General Fund Monthly Council Report

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 09/17/2020)	Budget (Amended as of 09/30/2020)	1st Quarter July 2020 to Sept 2020	Year To Date	Encumbrance	Remaining	Remaining Percent (75%)	Notes
General Fund Revenue									
080 Encumbrance Roll from FY 2019									
080 Local Revenue	45,678,026.00	48,102,470.00	48,102,470.00	1,529,200.56	1,529,200.56	-	46,573,269.44	97%	Main Collection Months Nov - Feb
081 State Revenue	3,863,908.00	3,863,908.00	3,863,908.00	101,164.42	101,164.42	-	3,762,743.58	97%	
082 Federal Revenue	69,500.00	69,500.00	69,500.00	33.00	33.00	-	69,467.00	100%	
090 Other Financing Sources	378,043.00	378,043.00	378,043.00	-	-	-	378,043.00	100%	
Total General Fund Revenue	49,989,477.00	52,413,921.00	52,413,921.00	1,630,397.98	1,630,397.98	-	50,783,523.02		
General Fund Expenditures									
101 Sheriff	8,908,806.00	9,166,806.00	9,166,806.00	2,081,972.85	2,081,972.85	102,595.93	6,982,237.22	76%	
103 Coroner	258,302.00	267,052.00	267,052.00	55,319.46	55,319.46	881.67	210,850.87	79%	
104 Communications	1,581,694.00	1,630,629.00	1,630,629.00	364,336.19	364,336.19	29,091.12	1,237,201.69	76%	
106 Law Enforcement Center	4,025,939.00	4,293,784.00	4,293,784.00	962,335.28	962,335.28	509,245.97	2,822,202.75	66%	Yearly Encumbrance
107 Ems & Fire Services	4,441,956.00	5,391,956.00	7,443,123.48	628,571.07	628,571.07	2,066,463.78	4,748,088.63	64%	Fire Trucks Encumbrance
110 Animal Control	640,407.00	640,407.00	640,407.00	134,894.89	134,894.89	9,600.05	495,912.06	77%	
202 Parks, Recreation, & Tour	756,728.00	756,728.00	756,728.00	228,298.68	228,298.68	1,679.13	526,750.19	70%	
203 High Falls Park	441,620.00	436,620.00	543,139.39	119,040.83	119,040.83	106,014.96	318,083.60	59%	Cap Building Encumbrance
204 South Cove Park	469,475.00	489,475.00	489,475.00	122,851.14	122,851.14	4,102.84	362,521.02	74%	
205 Chau Ram Park	360,875.00	360,875.00	381,875.00	108,617.85	108,617.85	8,425.46	264,831.69	69%	
206 Library	1,426,820.00	1,426,820.00	1,426,820.00	365,993.63	365,993.63	9,124.80	1,051,701.57	74%	
301 Assessor	1,040,306.00	1,061,306.00	1,061,306.00	232,853.39	232,853.39	5,968.18	822,484.43	77%	
302 Auditor	554,485.00	571,485.00	571,485.00	109,608.13	109,608.13	71,516.17	390,360.70	68%	Yearly Software Encumbrance
303 Brd Of Assessment Appeals	12,001.00	12,001.00	12,001.00	823.06	823.06	-	11,177.94	93%	
305 Tax Collector	445,660.00	449,560.00	475,560.00	90,613.17	90,613.17	164,503.83	220,443.00	46%	Yearly Tax Sale Encumbrance
306 Treasurer	573,822.00	579,822.00	589,126.00	151,444.88	151,444.88	73,054.45	364,626.67	62%	Yearly Software Encumbrance
402 Dept Of Social Services	21,200.00	13,200.00	13,200.00	2,755.24	2,755.24	-	10,444.76	79%	
403 Health Department	41,634.00	33,634.00	33,634.00	3,075.58	3,075.58	-	30,558.42	91%	
404 Veterans' Affairs	197,448.00	199,698.00	199,698.00	45,026.52	45,026.52	1,755.38	152,916.10	77%	
501 Clerk Of Court	706,363.00	706,363.00	706,363.00	156,606.79	156,606.79	5,717.57	544,038.64	77%	
502 Probate Court	357,171.00	357,171.00	357,171.00	80,702.53	80,702.53	3,325.38	273,143.09	76%	
504 Solicitor	943,375.00	943,375.00	943,375.00	214,028.62	214,028.62	-	729,346.38	77%	
509 Magistrate	849,591.00	849,591.00	867,707.35	217,265.97	217,265.97	8,378.05	642,063.33	74%	
510 Public Defender	240,000.00	240,000.00	240,000.00	120,000.00	120,000.00	-	120,000.00	50%	Paid in 2 quarters
601 Road Department	2,836,830.00	2,839,330.00	2,841,466.16	589,838.18	589,838.18	14,456.17	2,237,171.81	79%	
702 Building Codes	664,419.00	664,419.00	664,419.00	150,520.50	150,520.50	7,108.65	506,789.85	76%	
704 County Council	308,055.00	308,055.00	308,055.00	66,502.50	66,502.50	59,782.00	181,770.50	59%	Yearly Encumbrances for Audit
705 Direct Aid	762,900.00	762,900.00	785,250.00	155,988.00	155,988.00	22,350.00	606,912.00	77%	
706 Delegation	93,885.00	93,885.00	93,885.00	21,589.23	21,589.23	614.93	71,680.84	76%	
707 Economic Development	729,741.00	671,094.00	671,094.00	185,546.88	185,546.88	3,456.81	482,090.31	72%	
708 Finance Department	670,929.00	670,929.00	670,929.00	146,666.11	146,666.11	3,870.36	520,392.53	78%	
709 Non-Departmental	3,393,643.00	3,393,643.00	3,442,643.00	217,729.65	217,729.65	431,094.51	2,793,818.84	81%	

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 09/17/2020)	Budget (Amended as of 09/30/2020)	1st Quarter July 2020 to Sept 2020	Year To Date	Encumbrance	Remaining	Remaining Percent (75%)	Notes
710 Human Resources	326,404.00	326,404.00	326,404.00	76,336.05	76,336.05	2,837.39	247,230.56	76%	
711 Information Technology	895,927.00	945,927.00	945,927.00	200,448.84	200,448.84	30,153.69	715,324.47	76%	
712 Planning Department	275,472.00	275,472.00	275,472.00	50,396.03	50,396.03	909.34	224,166.63	81%	
713 Procurement	153,472.00	153,472.00	163,472.00	43,935.75	43,935.75	1,174.20	118,362.05	72%	
714 Facilities Maintenance	1,390,576.00	1,390,576.00	1,650,576.00	348,031.50	348,031.50	178,674.14	1,123,870.36	68%	
715 Registration & Elections	249,682.00	254,682.00	254,682.00	73,681.69	73,681.69	1,239.72	179,760.59	71%	
716 Soil & Water Conservation	80,171.00	81,471.00	83,871.00	14,345.61	14,345.61	-	69,525.39	83%	
717 Administrator's Office	711,573.00	1,296,749.00	1,275,219.84	76,720.71	76,720.71	62,418.19	1,136,080.94	89%	
718 Solid Waste Department	4,177,264.00	4,322,264.00	4,440,856.58	994,647.98	994,647.98	1,336,967.31	2,109,241.29	47%	Yearly Tipping Fee Encumbrance
720 Airport	1,221,707.00	1,300,642.00	1,300,642.00	298,977.71	298,977.71	544,533.01	457,131.28	35%	Yearly Fuel Encumbrance
721 Vehicle Maintenance	924,797.00	924,797.00	924,797.00	206,181.53	206,181.53	3,473.19	715,142.28	77%	
735 Register Of Deeds	317,069.00	319,069.00	319,069.00	67,936.22	67,936.22	44,820.59	206,312.19	65%	Yearly Software Encumbrance
741 County Attorney	369,283.00	399,783.00	399,783.00	66,925.66	66,925.66	-	332,857.34	83%	
095 Other Financing Uses	140,000.00	140,000.00	140,000.00	-	-	-	140,000.00	100%	
Encumbrance Reserve add to Dept			(2,675,056.80)	-	-	-	(2,675,056.80)	1	
Total General Fund Expenditures	49,989,477.00	52,413,921.00	52,413,921.00	10,649,982.08	10,649,982.08	5,931,378.92	35,832,560.00	68%	

Rock Quarry Fund Monthly Council Report

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 09/17/2020)	Budget (Amended as of 09/30/2020)	1st Quarter July 2020 to Sept 2020	Year To Date	Encumbrance	Remaining	Remaining Percent (75%)	Notes
Revenue									
080 Encumbrance Roll from FY 2020					-	-	-		
080 Local Revenue	6,760,000.00	6,760,000.00	6,760,000.00	1,500,400.83	1,500,400.83	-	5,259,599.17	78%	
Total Revenue	6,760,000.00	6,760,000.00	6,760,000.00	1,500,400.83	1,500,400.83	-	5,259,599.17	78%	
Expenditure									
719 Rock Quarry	5,047,248.00	5,047,248.00	5,047,248.00	723,068.10	723,068.10	1,750,429.86	2,573,750.04	51%	Large Encumbrances
Lease Payment	702,452.00	702,452.00	702,452.00	-	-	-	702,452.00	100%	
095 Other Financing Uses	750,000.00	750,000.00	750,000.00	-	-	-	750,000.00	100%	
Encumbrance Roll Over			517,337.11	-	-	-	517,337.11	100%	
Total Expenditure	6,499,700.00	6,499,700.00	7,017,037.11	723,068.10	723,068.10	1,750,429.86	4,543,539.15		

Emergency Services Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 09/17/2020)	Budget (Amended as of 09/30/2020)	1st Quarter July 2020 to Sept 2020	Year To Date	Encumbrance	Remaining	Remaining Percent (75%)	Notes
Revenues									
080 Encumbrance Roll from FY 2019									
080 Local Revenue	1,512,000.00	1,512,000.00	1,512,000.00	43,452.90	43,452.90	-	1,468,547.10	97%	Main Collection Months Nov - Feb
Total Revenue	1,512,000.00	1,512,000.00	1,512,000.00	43,452.90	43,452.90	-	1,468,547.10	0.97	
Expenditure									
020 Emergency Services Fund	1,447,000.00	1,447,000.00	1,447,000.00	24,298.65	24,298.65	-	1,422,701.35	98%	Basic Station Expenditures are paid out quarterly
Total Expenditures	1,447,000.00	1,447,000.00	1,447,000.00	24,298.65	24,298.65	-	1,422,701.35	98%	

Sheriff Victims' Services Special Revenue Fund

	Original Budget	Budget (Amended as of 09/17/2020)	Budget (Amended as of 09/30/2020)	1st Quarter July 2020 to Sept 2020	Year To Date	Encumbrance	Remaining	Remaining Percent (75%)	Notes
Revenues									
Assessments	30,000.00	30,000.00	30,000.00	8,122.52	8,122.52	-	21,877.48	73%	
Surcharges	24,000.00	24,000.00	24,000.00	6,725.34	6,725.34	-	17,274.66	72%	
General Fund Transfer	72,000.00	72,000.00	72,000.00	-	-	-	72,000.00	100%	
Total Revenue	126,000.00	126,000.00	126,000.00	14,847.86	8,122.52	-	111,152.14		
Expenditure									
Victims Services Salaries (2)	123,336.00	123,336.00	123,336.00	28,972.36	28,972.36	-	94,363.64	77%	
Total Expenditures	123,336.00	123,336.00	123,336.00	28,972.36	28,972.36	-	94,363.64		

Solicitor Victims' Services Special Revenue Fund

	Original Budget	Budget (Amended as of 09/17/2020)	Budget (Amended as of 09/30/2020)	1st Quarter July 2020 to Sept 2020	Year To Date	Encumbrance	Remaining	Remaining Percent (75%)	Notes
Revenues									
Assessments	3,000.00	3,000.00	3,000.00	796.71	796.71	-	2,203.29	73%	
Surcharges	20,000.00	20,000.00	20,000.00	4,011.95	4,011.95	-	15,988.05	80%	
General Fund Transfer	52,000.00	52,000.00	52,000.00	-	-	-	52,000.00	100%	
Total Revenue	75,000.00	75,000.00	75,000.00	4,808.66	796.71	-	70,191.34		
Expenditure									
Victims Services Salaries (2)	74,319.00	74,319.00	74,319.00	16,682.41	16,682.41	-	57,636.59	78%	
Total Expenditures	74,319.00	74,319.00	74,319.00	16,682.41	16,682.41	-	57,636.59		

911 Communications Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 09/17/2020)	Budget (Amended as of 09/30/2020)	1st Quarter July 2020 to Sept 2020	Year To Date	Encumbrance	Remaining	Remaining Percent (75%)	Notes
Revenues									
Encumbrance Reserve					(369,836.14)				
AT&T Surcharge	160,000.00	160,000.00	160,000.00	-	-	-	160,000.00	100%	Revenue posted Quarterly
Competitive Local Exchange Carrier	60,000.00	60,000.00	60,000.00	-	-	-	60,000.00	100%	Revenue posted Quarterly
State Wireless	70,000.00	70,000.00	70,000.00	-	-	-	70,000.00	100%	Revenue posted Quarterly
Budget and Control Board	200,000.00	200,000.00	200,000.00	-	-	-	200,000.00	100%	Revenue posted Quarterly
Use of Fund Balance	494,000.00	494,000.00	494,000.00	-	-	-	494,000.00	100%	
Total Revenue	984,000.00	984,000.00	984,000.00	-	-	-	984,000.00	100%	
Expenditure									
225 Communications 911 Funds	984,000.00	984,000.00	984,000.00	158,793.21	158,793.21	88,565.38	736,641.41	75%	
Total Expenditures	984,000.00	984,000.00	984,000.00	158,793.21	158,793.21	88,565.38	736,641.41		

Tri-County Technical College Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 09/17/2020)	Budget (Amended as of 09/30/2020)	1st Quarter July 2020 to Sept 2020	Year To Date	Encumbrance	Remaining	Remaining Percent (75%)	Notes
Revenues									
Tax Collections	1,700,000.00	1,700,000.00	1,700,000.00	52,392.40	52,392.40	-	1,647,607.60	97%	Main Collection Months Nov - Feb
Total Revenue	1,700,000.00	1,700,000.00	1,700,000.00	52,392.40	52,392.40	-	1,647,607.60		
Expenditure									
TCTC Payments	1,604,000.00	1,604,000.00	1,604,000.00	80,131.65	80,131.65	-	1,523,868.35	95%	
Total Expenditures	1,604,000.00	1,604,000.00	1,604,000.00	80,131.65	80,131.65	-	1,523,868.35		

Road Maintenance Tax Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 09/17/2020)	Budget (Amended as of 09/30/2020)	1st Quarter July 2020 to Sept 2020	Year To Date	Encumbrance	Remaining	Remaining Percent (75%)	Notes
Revenues									
Encumbrance Reserve			1,282,569.13						
Tax Collections	1,171,920.00	1,171,920.00	1,171,920.00	36,197.72	36,197.72	-	1,135,722.28	97%	Main Collection Months Nov - Feb
National Forestry Title I	220,000.00	220,000.00	220,000.00	-	-	-	220,000.00		
Other Finance Source	-	-	-	-	-	-	-		
Change in Fund Balance Increase(Decrease)	1,128,080.00	1,128,080.00	1,128,080.00	-	-	-	1,128,080.00		
Total Revenue	2,520,000.00	2,520,000.00	3,802,569.13	36,197.72	36,197.72	-	1,355,722.28		
Expenditures									
Expenditures	2,520,000.00	2,520,000.00	2,520,000.00	249,327.22	249,327.22	959,062.64	1,311,610.14	52%	Road Paving Encumbrance
Encumbrance Reserve			1,282,569.13						
Total Expenditures	2,520,000.00	2,520,000.00	3,802,569.13	249,327.22	249,327.22	959,062.64	1,311,610.14	52%	

Economic Development Capital Projects Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 09/17/2020)	Budget (Amended as of 09/30/2020)	1st Quarter July 2020 to Sept 2020	Year To Date	Encumbrance	Remaining	Remaining Percent (75%)	Notes
Revenues									
Encumbrance Reserve			245,358.50						
Tax Collections	1,327,873.00	1,327,873.00	1,327,873.00	41,108.37	41,108.37	-	1,286,764.63	97%	Main Collection Months Nov - Feb
FILOT	500,000.00	500,000.00	500,000.00	(170,181.33)	(170,181.33)		670,181.33	134%	Prior Year Refund (CASTO)
Total Revenue	1,827,873.00	1,827,873.00	2,073,231.50	(129,072.96)	(129,072.96)	-	1,956,945.96		
Expenditures									
Encumbrance Reserve	1,827,873.00	1,827,873.00	1,827,873.00	392,651.12	392,651.12	576,215.43	859,006.45	47%	Large Encumbrance
			245,358.50						
Total Expenditures	1,827,873.00	1,827,873.00	2,073,231.50	392,651.12	392,651.12	576,215.43	859,006.45		

Bridge and Culvert Capital Projects Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 09/17/2020)	Budget (Amended as of 09/30/2020)	1st Quarter July 2020 to Sept 2020	Year To Date	Encumbrance	Remaining	Remaining Percent (75%)	Notes
Revenues									
Encumbrance Reserve			43,561.03						
Tax Collections	550,000.00	550,000.00	550,000.00	17,211.41	17,211.41	-	532,788.59	97%	Main Collection Months Nov - Feb
Use of Fund Balance	600,000.00	600,000.00	600,000.00	-	-				
Total Revenue	1,150,000.00	1,150,000.00	1,193,561.03	17,211.41	17,211.41	-	532,788.59		
Expenditures									
Encumbrance Reserve	1,150,000.00	1,150,000.00	1,150,000.00	23,964.91	23,964.91	43,561.03	1,082,474.06	94%	
			43,561.03	-	-				
Total Expenditures	1,150,000.00	1,150,000.00	1,193,561.03	23,964.91	23,964.91	43,561.03	1,082,474.06		

Capital Equipment & Vehicle Capital Projects Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 09/17/2020)	Budget (Amended as of 09/30/2020)	1st Quarter July 2020 to Sept 2020	Year To Date	Encumbrance	Remaining	Remaining Percent (75%)	Notes
Revenues									
Encumbrance Reserve			339,073.57						
Tax Collections	1,096,728.00	1,096,728.00	1,096,728.00	33,509.58	33,509.58	-	1,063,218.42	97%	Main Collection Months Nov - Feb
Insurance Proceeds	50,000.00	50,000.00	50,000.00	41,810.50	41,810.50		8,189.50	16%	
Sale of Capital Assets	50,000.00	50,000.00	50,000.00	-	-		50,000.00	100%	
Total Revenue	1,196,728.00	1,196,728.00	1,535,801.57	75,320.08	75,320.08	-	1,121,407.92		
Expenditures									
Encumbrance Reserve	1,196,728.00	1,196,728.00	1,196,728.00				1,196,728.00		
Sheriff				-	-	-	-		
Law Enforcement Center				-	-	-	-		
Road Dept				172,782.00	172,782.00	274,085.99	(446,867.99)		
Building Codes				-	-	-	-		
Airport				-	-	-	-		
Vehicle Maint				-	-	-	-		
Solid Waste				-	-	-	-		
Encumbrance Reserve			339,073.57				339,073.57		
Total Expenditures	1,196,728.00	1,196,728.00	1,535,801.57	172,782.00	172,782.00	274,085.99	1,088,933.58	91%	

Debt Service Fund

	Original Budget	Budget (Amended as of 09/17/2020)	Budget (Amended as of 09/30/2020)	1st Quarter July 2020 to Sept 2020	Year To Date	Encumbrance	Remaining	Remaining Percent (75%)	Notes
Revenues									
Tax Collections	1,636,839.00	1,636,839.00	1,636,839.00	61,444.64	61,444.64	-	1,575,394.36	96%	Oct 19 and April 20 Payments
Total Revenue	1,636,839.00	1,636,839.00	1,636,839.00	61,444.64	61,444.64	-	1,575,394.36		High Point has not been allocated
Expenditures									
2016B County GO Bond	398,352.00	398,352.00	398,352.00	19,176.00	19,176.00	-	379,176.00	95%	Oct 19 and April 20 Payments
2014 SSRB Refunding Bond	322,066.00	322,066.00	322,066.00	-	-	-	322,066.00	100%	Oct 19 and April 20 Payments
2017 GO Ref Bond Keowee Key	107,254.00	107,254.00	107,254.00	-	-	-	107,254.00	100%	Oct 19 and April 20 Payments
2019 GO Bond Kewoee Key Fire	58,378.00	58,378.00	58,378.00	-	-	-	58,378.00	100%	Oct 19 and April 20 Payments
2013 GO Bond Echo Hills	221,530.00	221,530.00	221,530.00	25,465.00	25,465.00	-	196,065.00	89%	Oct 19 and April 20 Payments
2011 GO Bond Det Center	136,108.00	136,108.00	136,108.00	40,292.77	40,292.77	-	95,815.23	70%	Oct 19 and April 20 Payments
Total Expenditures	1,243,688.00	1,243,688.00	1,243,688.00	84,933.77	84,933.77	-	1,158,754.23		



Oconee County Council
Wishes to Recognize
WAYNE MCCALL
Council District II
For His 12 Years of Dedicated Service to County Council
and the Citizens of Oconee County
2009 - 2020